Supreme Court, U.S.
FILED

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No. _____

In The

Supreme Court of the United States

AUGUSTUS SIMMONS,

Petitioner,

vs.

SUPREME COURT OF CONNECTICUT,

Respondent.

On Petition For Writ Of Certiorari To The Supreme Court Of Connecticut

PETITION FOR WRIT OF CERTIORARI

AUGUSTUS J. SIMMONS
P.O. Box #1
Windsor, CT 06095
(860) 569-6714
Owner-Title Holder

FEDERAL QUESTION

Pursuant to Rule 10(b)(c) when a state court of last resort has decided an important and special question of Federal Law in a way that conflicts with applicable decisions of this court where federal law is controlling in the "taking" of airport related on-the-ground real property by the United States Government (F.A.A.) as INVADER-APPROPRIATOR-DICTATOR-PERPETRATOR who – never – paid, offered, or deposited one (1) dollar compensation for over four (4) decades of possession and use; relying on "LEASES" from the trespasser State Transportation Authority (sponsor) who under P.L. 91-646 (1970) (42 U.S.C. § 4628) was acting as agent for a federal program and the agent, after two (2) null and void condemnation attempts and reverting of ownership by the courts has not initiated any mesne proceedings, since reversal, in any state or federal court, for subject matter jurisdiction; has not made any mandatory appraisals or valuations as a prelude to establishing fair and just compensation; who acted in a conspiratorial, collussory, tortious manner with Plaintiff's counsel to disrupt, manipulate both Federal and State Court records to deny Plaintiff/Owner a "DAY IN COURT" on DAMAGES where court costs, attorney and engineering fees were substantial – and reimbursable under Federal and State Law – and continuing; where *AFTER* Plaintiff/Owner refused to entertain a "VERBAL OFFER" or tender any deeds without one single hearing to address damages or ascertainment of just compensation – where a Federal Project is at issue – resulted in the legal withdrawal from representation of the Owner's court actions by private counsel on April 19, 1978 that did not curtail or end the tortious acts of discharged and withdrawn counsel putting

FEDERAL QUESTION – Continued

attachments on the land records, acting as self-appointed judge and sheriff who legally could not, did not give notice or service to all interested and necessary parties and where there is [NO RECORD] of a return of service to the court of original jurisdiction (Superior), NO docket number for subject matter real property; which venue is in Hartford County, State of Connecticut, in the United States of America and not the West Bank or Gaza Strip and where there was never a hearing before or after the attachment of a quarter of a century ago that is in conflict with a decision of this Supreme Court in *Connecticut v. Doehr*, 111 S. Ct. 2105 (1991) which emphasized the importance of providing a prompt post-deprivation hearing at the very least.

Under Federal Question the usual rule, with [several] cites supporting, is that if the United States has entered into possession of the property prior to the acquisition of Title, it is the former event which constitutes the act of taking. It is that event which gives rise to the claim for compensation and fixes the date as of which the land is to be valued and the Government's obligation to pay interest accrues. *United States v. Dow*, 357 U.S. 17, 21, 78 S. Ct. 1039, 2 L. Ed. 2d 1109.

Under Federal Question where the lack of jurisdiction, not only of the parties, but of the subject matter was put before the court of first jurisdiction (Superior), not only by the Owner but by the Attorney General's Office representing the STATE, BEFORE and AFTER the State Supreme Court decree under Plaintiff/Owner's tort action (*Simmons v. Wetherall*), 180 Conn. 587 that is in conflict with the applicable decision of this court announced in *Standard Oil Co. v. Missouri*, 32 Sup. Ct. at 409 (1911) declaring

FEDERAL QUESTION – Continued

that 'If the action be for a libel or personal tort, the court cannot order in the case a specific performance of a contract.' Such decrees would be absolutely VOID, because the court, in rendering them, would transcend the limits of its authority in those cases. *Windsor v. McVeigh*, 93 U.S. 274, 282, 23 L. Ed. 914, 917. See also *Reynolds v. Stockton*, 140 U.S. 265, 268, 35 L. Ed. 467, 469, 11 Sup. Ct. Rep. 773.

Under Federal Question where the decree of the court of last resort of the State of Connecticut must be declared VOID under the Constitution of the United States, the Fifth and Fourteenth Amendments of the Constitution, the Due Process Clause of the Fourteenth Amendment and the relief requested is the Federal Agency (F.A.A.) who has a history and policy of negotiating "20 year LEASES" in lieu of acquiring TITLE in fee simple, as evident at several airports in the northeast region, negotiate "LEASES" from the Owner and not the Trespasser to continue the servitude imposed against the Owner – without any compensation consideration, whatsoever, for in excess of four (4) decades.

Under Federal Question where the Owner remains saddled with several lien-holders, who must be cleared off the land records per C.G.S. § 48-21, before the Owner is entitled to any just compensation, and, the adversaries admit, acknowledge, concur with the statement of Attorney Walter Bass on June 7, 1982 before Hon. Dupont, A. in Superior court that no notice, service of process was ever made on the attorney or his clients, mandates the setting aside of the Connecticut Supreme Court decree 180 Conn. 587, made without any process before any court in this United States.

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OPINION BELOW

SUPREME COURT

STATE OF CONNECTICUT

NO. PSC-04-0374

State of Connecticut

v.

Augustus J. Simmons

ORDER ON PETITION FOR CERTIFICATION TO APPEAL

On consideration of the petition by the defendant for certification to appeal from the Appellate Court (86 Conn. App. 381 [AC 24163]), which the Supreme Court accepts as filed on April 12, 2005, it is hereby ordered that said petition be, and the same is hereby denied.

BY THE COURT,

/s/ Alan M. Gannuscio
ASSISTANT CLERK-
APPELLATE

Dated: 4/12/2005
Notice sent: April 13, 2005
Clerk, Superior Court, Hartford at G.A. 13, CR03 127450
Clerk, Appellate Court
Reporter of Judicial Decisions
SAO
Augustus J. Simmons, pro se
Office of the Chief State's Attorney-Appellate Bureau

Augustus J. Simmons, pro se, in support of petition; Erik T. Lohr, Special Deputy Assistant State's Attorney, in opposition.

STATEMENT OF JURISDICTION

This court's jurisdiction is invoked pursuant to the authority granted in 28 U.S.C. § 1257(a) (1964) and, under the Fifth Amendment to the Constitution of the United States, section four, as made applicable to the states through the Fourteenth Amendment, section one.

STATUTE AND CONSTITUTIONAL PROVISIONS

The Constitution of Connecticut provides that – "no person shall be deprived of life, liberty or property, without due process of law." Art. I § 11.

Amendment XIV, Constitution of the United States

> " . . . nor shall any state deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws."

Amendment V, Constitution of the United States

> " . . . nor shall private property be taken for public use without just compensation."

42 U.S.C. § 4655 (P.L. 91-646-January 2, 1971)

> *Requirements for uniform land acquisition policies; payments or expenses incidental to transfer of real property to state; payment of litigation expenses in certain cases.*

Notwithstanding any other law, the head of a federal agency shall not approve any program or project which will result in the acquisition of real property on and after

the effective date of this title, unless he receives satisfactory assurances from such agency that –

(1) In acquiring real property it will be guided, to the greatest extent practicable under state law, by the land acquisition policies in Section 301 and the provisions of Section 302, and

(2) Property owners will be paid or reimbursed for necessary expenses as specified in Sections 303 and 304.

Amendment of Section 4655

Public law 100-17, Title IV §§ 417, 418, April 2, 1987, 101 Stat. 256, provided that, to take effect on the effective date provided in regulations promulgated under Section 4633 of this title (as amended by Section 412 of Pub. L. 100-17), but not later than two years after April 2, 1987, this section is amended by designating existing provisions as Subsec. (a), in Subsec. (a) as so designated striking out "a state agency" the first place it appears and inserting in lieu thereof "an acquiring agency" and striking out "state agency" the second place it appears and inserting in lieu thereof "acquiring agency," and by adding at the end thereof the following new Subsec. (b):

"(b) For purposes of this section, the 'acquiring agency' means –

"(1) a state agency (as defined in Section 4601(3) of this title, which has the authority to acquire property by eminent domain under state law," and

"(2) a state agency or person which does not have such authority, to

the extent provided by the head of the lead agency by regulation."

STATEMENT OF THE CASE

This case is an AIRPORT-related case that transcends back to a 1955 Federal-Aid Grant Agreement between federal and state agencies wherein the state agency (Connecticut Dept. of Transportation) was obligated under the grant agreement to acquire "satisfactory property interests" as defined in 14 C.F.R. § 152.3 for what would ultimately become a navigational servitude imposed upon the owner by the federal agency (F.A.A.) with the invasion, appropriation, installation on the surface of the real property, sophisticated navigational instrumentation controlling ingress and egress of air traffic at Bradley Airport, Connecticut's premier airport in the summer of 1962.

Starting on February 28, 1962 with a tortious course of conduct, the state agency initiated the first condemnation that was negated by the courts as arbitrary, unconstitutional with procedural problems (153 Conn. 351 (1966)) and was remanded.

In January, 1968 the state instituted condemnation proceedings a second time under Conn. General Statute § 48-12, in lieu of C.G.S. § 15-79 and again the court ruled the proceeding "null and void". (160 Conn. 492 (1971))

During the 1969 session of the Connecticut Legislature a special act was passed by the general assembly allowing Augustus Simmons to sue the state for DAMAGES over "loss of use of land" arising out of the bumbling

condemnation proceedings. On January 5, 1970 Plaintiff/Owner Simmons brought such a suit *Simmons v. Wetherall*, Docket #163875 which had several hearing dates scheduled that were all aborted. To date, damages have not been addressed and the action is still pending.

During the summer of 1974 the federal agency, F.A.A., without having paid any compensation, intended to upgrade the navigational servitude with the addition of a "middle marker" on private property and in lieu of negotiating a lease with the owner, enters into a lease with the sponsor of the airport, notwithstanding they had full knowledge that title reverted back to the owner on the land records on March 24, 1972 after the second condemnation was ruled null and void.

In December, 1977, plaintiff retained the firm of Rogin-Hirtle, Esq.'s to represent him upon scheduled days for hearings in damages before referee Shapiro and the very first act of private counsel was an attempt to give the state (and the F.A.A.) "complete insulation from and absolution from all of its sins" by invalidating the hearings in damages and for which a dismissal, discharge, in writing, was hand delivered on December 23, 1977. The discharge of December 23, 1977 was not sufficient to curb the tortious course of conduct.

Where the matter of subject matter jurisdiction and of indispensable parties was ARGUED before the court of competent jurisdiction, Hon. Dupont, A., on June 7, 1982 and the STATE vigorously and vehemently challenged the superior court with lack of subject matter jurisdiction and the court, so recognizing, denied compensation from the slush fund to indispensable parties (VALENTE and ALLAIRE), yet, did not, would not set aside the void decree due

to a supreme court ruling under *Simmons v. Wetherall*, 180 Conn. 587 (1980).

Where the "Slush Fund" monies were allowed to remain before the court from 1978 to 1991 before returning said monies to the state treasury, signifies FEDERAL QUESTION VIOLATIONS of the most severe nature, extending indefinitely the original unlawful, unconstitutional entry by the F.A.A. and the State of Connecticut.

REASONS FOR GRANTING THE WRIT

1. It is plain that the practical effect of the judgment of the Connecticut Supreme Court is to deprive the plaintiff of property without affording it at any time an opportunity to be heard in its defense. The plaintiff asserted an invasion of its substantive right under the federal Constitution to equality of treatment. If the allegations of the complaint could be established, the federal Constitution conferred upon the plaintiff the right to be heard at a meaningful time, and in a meaningful manner to meet currently accepted standards of procedural due process in the area of property rights. *Kukanskis v. Griffith*, 180 Conn. 501 (1980); see, e.g., *Fuentes v. Shevin*, 407 U.S. 67, 92 S. Ct. 1983, 32 L. Ed. 2d 556 (1972), *rehearing denied*, 409 U.S. 902, 93 S. Ct. 177, 342 L. Ed. 2d 165 (1972); *Lynch v. Household Fin. Corp.*, 405 U.S. 538, 92 S. Ct. 1611, 31 L. Ed. 2d 424 (1972); *Sniadich v. Family Fin. Corp.*, 395 U.S. 337, 89 S. Ct. 1820, 23 L. Ed. 2d 349 (1969); *Mitchell v. W.T. Grant Co.*, 416 U.S. 600, 94 S. Ct. 1895, 40 L. Ed. 2d 406 (1974); *North Georgia Finishing Inc. v. Di-Chem Inc.*, 419 U.S. 601, 95 S. Ct. 719, 42 L. Ed. 2d 751 (1975).

2. Where the highest court of the state acted in an unconstitutional manner, no other judicial remedy is open to the plaintiff. After the decision by the highest court (180 Conn. 587 (1980)), it has been entirely futile for the plaintiff to apply for a judicial remedy to the lower court that acknowledged it was without subject matter jurisdiction on June 7, 1982; Hon. Dupont, A. presiding upon challenge by the Attorney General's office that the court was powerless to make any payments to lien-holders for reasons plaintiff/owner refused to tender any deeds.

3. If the judgment of the state Supreme Court is permitted to stand, deprivation of plaintiff's property is accomplished without its ever having had an opportunity to defend against the unconstitutional course of conduct, and, without payment of any just compensation. Superior Court refused to hear or act on plaintiff's complaint and denied relief; not because of lack of power or because of any demerit in the complaint, or previous decisions, but because – "the Supreme Court has acted and the lower court will not act to override the Supreme Court."

4. If the result of the state Supreme Court is not set aside, the transgression of the due process clause of the Fourteenth Amendment would be obvious. *Ettor v. Tacoma*, 228 U.S. 148 (1913). See also *Brinkerhoff-Faris Co. v. Hill*, 281 U.S. 273 (1930). The federal guaranty of due process extends to state action through its judicial as well as through its legislative, executive, or administrative branch of government. Where plaintiff's claim is one arising under the federal Constitution and, one on which the opinion of the highest state court has not decided finality, the question whether plaintiff has been accorded due process in the primary sense, – whether it has had an opportunity to present its case and be heard in its support

is the question before the court. Whether acting through its judiciary or through its legislature, a state may not deprive a person of all existing remedies for the enforcement of a right, which the state has no power to destroy, unless there is, or was afforded to him some real opportunity to protect it. *Postal Telegraph Cable Co. v. Newport*, 247 U.S. 464, 475-476 (1918).

5. The pertinent words of the Fifth Amendment of the Constitution of the United States are the familiar ones:

> "nor shall private property be taken for public use, without just compensation." That prohibition, of course applies against the states through the Fourteenth Amendment. *Chicago, B. & Q. R. Co. v. Chicago*, 166 U.S. 226, 239 (1897); *Penn Central Transp. Co. v. New York City*, 438 U.S. 104, 122 (1978). The installation of navigational instrumentation by the federal agency (F.A.A.) under Federal Grant Agreement #9-06-009-5708 (1955), no later than July 1, 1962 amounted to a "TAKING" – it was obviously uncompensated – within the amendment's proscription.

6. The appropriation of the beneficial use of plaintiffs property by the state and federal agencies is analogous to the appropriation of the use of private property in *United States v. Causby*, 328 U.S. 256 (1946). "Causby" emphasized that government had not 'merely destroyed property [but was] using a part of it for the flight of its planes.'" *Penn Central*, 438 U.S. at 128 quoting from *Causby*, 328 U.S. at 262-263, n. 7.

To put it another way: A state, *by ipse dixit*, may not transform private property into public property without compensation, even for the limited duration of the deposit in court. *Webb's Fabulous Pharmacies, Inc. v. Beckwith*,

449 U.S. 155 (1980). This is the very kind of thing that the taking clause of the Fifth Amendment was meant to prevent. That clause stands as a shield against the arbitrary use of governmental power.

7. Where the twice discharged and withdrawn private counsel took the action with the malicious intention to cause a deprivation of constitutional rights, or other injury to plaintiff, acted "with such disregard of the [plaintiff's] clearly established constitutional rights that their action cannot reasonably be characterized as being in good faith." *Wood v. Strickland*, 420 U.S. 322 (1974). Where the constitutional right allegedly infringed by them was clearly established at the time of their challenged conduct, where they knew or should have known of that right, their conduct violated the constitutional norm, and, the state Supreme Court, putting a stamp of approval on such malicious intention, to cause a deprivation of constitutional rights denied a right, a privilege claimed under the Constitution of the United States.

8. Where the right to compensation was a vested property right and the right of the plaintiff in error was fixed by the law in force when the property was damaged for public purposes, in addition to the special legislation (Special Act #170 (1969), *Simmons v. Wetherall* (1970)), and the right so vested cannot be defeated or destroyed by subsequent intervention of private counsel INVALIDATING the special legislation, giving retrospective effect to a decree by dating it back to November 12, 1964 was constitutional FRAUD and the Connecticut Supreme Court expressing its policy on just compensation in *E. & F. Construction v. Ives*, 156 Conn. 420 (1968) wherein they quote the United States Supreme Court, and cite its rulings where property is taken before payment is made,

the sanctioning of the INVALIDATION was unconstitutional conduct against the Fifth and Fourteenth Amendments warranting the reversal of the state Supreme Court decree.

9. Pursuant to the dissolution of attachments by the owner on the land records by C.G.S. § 52-327, the real estate shall be free from any lien or encumbrances where the attachments, without statutory authority, have never been prosecuted to effect. (PL. Ex. "A"). Where the Constitution and statutes of this state do, in most express and emphatic terms, prescribe conditions that precede such appropriation and must be complied with before the taking can be complete, the case ought to be sent back to the Superior Court for disposition for two (2) reasons, namely: All the interested and necessary parties are not before the court, and secondly, CANNOT, in this proceeding be brought before the court. *Marshall v. Clark*, 170 Conn. 195 at 205 (1976).

10. The court can always control its own process; and will never permit void writs to be issued and executed, when brought to its attention, and it can make no difference whether the effort to resist the issuance and execution of such process is made within one, or after a lapse of ten years, from, the date of the void judgment. *Harris v. Hardeman*, 55 U.S. 334 (1852).

11. A void judgment rendered without service of process and therefore without jurisdiction, may be set aside at any time for "IRREGULARITY." *Pettis v. Johnson*, 78 Okla. 277, 190 Pac. 681 (1920); *Hockaday v. Jones*, 8 Okla. 156, 56 Pac. 1054 (1899); *Chehalis Coal v. Laisure*, 97 Wash. 422, 166 Pac. 1158 (1917).

12. A court of limited or inferior jurisdiction cannot by its own finding confer on itself a jurisdiction whereupon the real facts there is none.

ARGUMENT

1.) Under Federal Question the use of a Motion to Quash to question JURISDICTION over the subject matter that in case at bar is Federal Project Real Property was referred to as familiar practice more than a century ago in *Landes v. Brant*, 10 How. 348 at page 371 (1850).

Whether the law to be applied in this case is the law of the State, or, must it be judged by Federal Law and Standards where Title Holder/Owner alleges there was not any hearings on the merits; no "Day in Court" to determine damages or the ascertainment of fair and just compensation is governed by the Federal Constitution and where the Uniform Real Property Acquisition Act [P.L. 91-646, 42 U.S.C. §§ 4601 et seq.] was an act of Congress mandating its guidelines on every state in the Union and under [Title II, § 208, Jan. 2, 1971, 84 Stat. 1899] 42 U.S.C. § 4628 the STATE was acting as agent for a federal program, such acquisition shall, be deemed an acquisition by the federal agency having authority over such program or project.

Additionally, the original contract agreement (Ex. #4) mandated proceedings under Federal Regulations and Standards and C.G.S. § 13b-50, section (d) mandates proceedings under Federal Regulations where Federal Projects are at issue, Plaintiff/Owner alleges this Motion to Quash is to be judged by Federal Law, notwithstanding any other state law as expressed in 42 U.S.C. § 4655.

Also, if a suit touch[es] the rights and duties of the United States – has a direct effect upon the United States or its Treasury, that Plaintiff's action should be judged by Federal Standards.

2.) Under Federal Question, when possession has been 'taken', in *1962* and damage done to the premises of the Owner/Title Holder by the United States Government (F.A.A.) as INVADER on-the-ground, APPROPRIATOR, DICTATOR, PERPETRATOR, who, may take property pursuant to its power of eminent domain in one of two ways: It can enter into physical possession of property without authority of a court order; or it can institute condemnation proceedings under various acts of congress providing authority for such takings. Under the first method – physical seizure – no condemnation proceedings are instituted, and the property owner is provided a remedy under the Tucker Act . . . to recover just compensation . . . Under the second procedure the Government may either employ statutes which require it to pay over the judicially determined compensation before it can enter upon the land . . . or proceed under other statutes which enable it to take immediate possession upon order of court before the amount of just compensation has been ascertained . . . Although in both classes of "taking" cases – condemnation and physical seizure – title to the property passes to the government only when the owner received compensation, *Albert Hanson Lumber Co. v. United States*, 261 U.S. 581, 587 [43 S. Ct. 442, 67 L. Ed. 809] (1923), or when the compensation is deposited into court pursuant to the Taking Act . . . The passage of title does not necessarily determine the date of 'taking'. The usual rule is that if the United States has entered into possession of the property prior to the acquisition of title, it is the former event which

constitutes the act of taking. It is that event which gives rise to the claim for compensation and fixes the date as of which the land is to be valued and the government's obligation to pay interest accrues. See *United States v. Lynah*, 188 U.S. 445, 470-471 [23 S. Ct. 349, 47 L. Ed. 539] (1903); *United States v. Rogers*, 255 U.S 163 [41 S. Ct. 281, 65 L. Ed. 566] (1921); *Seaboard Air Line R. Co. v. United States*, 261 U.S. 299 [43 S. Ct. 354, 67 L. Ed. 664] (1923); *United States v. Dow*, 357 U.S. 17, 21, 78 S. Ct. 1039, 2 L. Ed. 2d 1109 (1958); see *Mastic Acres, Inc. v. State*, 46 Misc. 2d 660, 663, 260 N.Y.S. 2d 532 (1965).

3.) The fact that TITLE to the 'doolittle clear zone', referenced in the FEDERAL-STATE CONTRACT AGREEMENT of February 1, 1955 (Ex. #4) did not vest in the state, both condemnation actions (2) ruled null and void – does not mean that there was no taking of Plaintiff/Owner's property by the real party in interest – The United States Government with exclusive jurisdiction who has not offered, paid, or deposited [A-DIME] against the servitude of forty-three (43) years – and counting – and the Connecticut Supreme Court cannot exercise jurisdiction over the major federal agency and where court records show the illegal unconstitutional "VERBAL SLUSH FUND" returned to the State Treasury (Ex. #2) on December 21, 1991 for reasons there is no proceeding before the court against which funds can be dispersed, and, nine (9) years later on May 31, 2000 the Connecticut Supreme Court [CLOSED-THE-DOORS] (Ex. #6) to the Court against Plaintiff bringing any more actions under *Simmons v. Wetherall*, #163875 tort action without ever a single hearing or a day in court where Plaintiff claims entitlement to recovery of its reasonable costs in the way of attorney, appraisal and engineering fees incurred in the

prosecution of this case under FEDERAL LAW mandated on every state in the Union under Public Law 91-646, the Uniform Relocation Assistance and Land Acquisition Policies Act of 1970, approved January 2, 1971, 84 Stat. 1894, provided in 42 U.S.C. § 4654 and an identical statute was enacted by the Connecticut Legislature under C.G.S. § 48-17 a, b, c, to correspond with Federal Law.

4.) Under FEDERAL QUESTION, notwithstanding all the claims, counter claims, charges and counter charges, hoopla, paparazzi associated with the forty-three (43) year case, there has – NEVER – been a judgment entered as to the amount of just compensation recoverable.

5.) Under FEDERAL QUESTION, Title Holder/ Owner pleads for this court to apply the same constitutional yardstick it did more than a century ago in *Chicago, B. & Q. R. Co. v. Chicago*, 166 U.S. 234, 247, 41 L. Ed. 983, 988, 17 S. Ct. 851 (1897) declaring: It is essential to the validity of any judgment that the court rendering it should have had jurisdiction, not only of the parties, but of the subject matter – ALBEIT – where there is *NO* judgments before the courts, the plea is against the State Supreme Court decree under Plaintiff's Tort Action (*Simmons v. Wetherall*), 180 Conn. 587 (1980) where this court declared in *Standard Oil Co. v. Missouri*, 32 S. Ct. at 409 (1911) that: 'If the action be for a libel or personal tort, the court cannot order in the case a specific performance of a contract.' Such judgments – OR DECREES – would be absolutely VOID, because the court, in rendering them, would transcend the limits of its authority in those cases. *Windsor v. McVeigh*, 93 U.S. 274, 282, 23 L. Ed. 914, 917 (1876). See also *Reynolds v. Stockton*, 140 U.S. 265, 268, 35 L. Ed. 467, 469, 11 S. Ct. 773 (1891).

6.) Under FEDERAL QUESTION, Title Holder/ Owner pleads for this court to apply the same constitutional yardstick it did in *Connecticut v. Doehr*, 501 U.S. 1, 111 S. Ct. 2105, 115 L. Ed. 2d 1 (1991) mandating vacature of ex parte attachments by Plaintiff's (former) discharged and legally withdrawn (4/19/78) private counsel acting as a self-appointed judge and sheriff (6/5/78) without any service of process or publication of notice or return of service to the Superior Court and no hearing – ever – before or after as to its validity, this court emphasized the importance of providing a prompt post-deprivation hearing at the very least. *Mitchell*, 416 U.S. at 606, 94 S. Ct. at 1899; *Di-Chem*, 419 U.S. at 606, 607, 95 S. Ct. at 722-723.

7.) Under Federal Question is the constitutional obligation of Federal Agency (F.A.A.) to pay compensation, from date of taking and interest to be considered where the Owner has not been paid one (1) dollar throughout this multi-decade fiasco and only this United States Supreme Court has the authority to enforce the Fifth Amendment upon the Federal Agency where in Plaintiff/Owner/Title Holder, BUT, Defendant in a criminal action letter to the Supreme Court of Connecticut on Jurisdiction, dated March 29, 2005 (Ex. #7) wherein the last paragraph on page four (4) states: That the Government (F.A.A.) is bound to make just compensation for whatever it shall take from the individual is undoubted; and in the words of the Supreme Court in *Great Falls Manufacturing Co. v. Attorney General*, 124 U.S. 596, 8 S. Ct. 631 (1888) – 'It is to be assumed that the United States is incapable of bad faith, and that Congress will promptly make the necessary appropriations whenever the amount of compensation has been ascertained in the mode prescribed.'

8.) Under Federal Question, Title Holder/Owner pleads for this court to apply the same constitutional yardstick it did almost two (2) centuries ago in *Martin v. Hunter's Lessee*, 14 U.S. (I Wheat) 304, 364, 4 L. Ed. 97 (1816), cited by Connecticut Supreme Court in *Clover v. Urban*, 108 Conn. 13, 17, 142 A. 389, 390 (1929) that everything done under the judicial process of courts not having jurisdiction are IPSO FACTO VOID.

9.) Under Federal Question where Plaintiff/Owner might have availed himself at a court of law, but was prevented by bad faith, fraud, or accident, unmixed with any fault or negligence in himself, by his own agent, for a "DAY IN COURT" to address court cost, attorney fees, ascertainments of just compensation will . . . as this United States Supreme Court stated in *Marshall v. Holmes*, 141 U.S. 589, 12 S. Ct. 62, 35 L. Ed. 870 (1891) justify an application to a court of chancery, or, in this 21st century to the United States Supreme Court to restrain proceedings at law whenever through fraud, accident, mistake or misrepresentation, one of the parties in a suit at law has obtained, or is likely to obtain, an unfair advantage over the other, so as to make the legal proceedings an instrument of injustice.

CONCLUSION

Relief requested is:

1. That all encumbrances listed in the Motion to Quash be so ORDERED.

2. That the Plaintiff be granted A DAY IN COURT for DAMAGES as a result of two (2) null and void condemnations, and, the illegal, unlawful, unconstitutional "BAUBLE" in this motion

by granting Plaintiff the right to REACTIVATE EXHIBIT #3.

3. That the injunction issue against the TRESPASSER leasing real property to the F.A.A. for which there has not been any mesne process, for legal acquisition, since March 24, 1972.

4. That the INJUNCTION issue against the TRESPASSER (Connecticut Department of Transportation) leasing real property to the Connecticut Air National Guard for which there has not been any mesne process, for legal acquisition, since March 24, 1972.

5. That the "encroachment fence" on Parcel "A" be set back to the property line by Connecticut Department of Transportation that transpired in 1996.

Respectfully submitted,

AUGUSTUS SIMMONS
P.O. Box 1
Windsor, CT 06095
(860) 569-6714

APPENDIX

#163875	SUPERIOR COURT
AUGUSTUS J. SIMMONS	J/D OF HARTFORD/ NEW BRITAIN AT HARTFORD
V.	
HORACE A. WETHERALL	SEPTEMBER 13, 2004

MOTION TO QUASH WRIT - INJUNCTION

(Filed September 13, 2004)

/s/ Augustus Simmons
Augustus Simmons
P.O. Box #1
Windsor, CT 06095
(860) 569-6714

MOTION - TO QUASH WRIT - INJUNCTION

Augustus J. Simmons, Plaintiff in the *Simmons v. Wetherall Tort Action* #163875, moves the court to quash the encumbrances (Vol. 59, p. 657-668; Vol. 59, p. 654-656; Vol. 59, p. 623-626; Map Book 17, page 853; Map Book 17, page 854). Entered in this action on June 5, 1978, wherein, whereby the (former) law firm of Rogin, Nassau, Caplan, Lassman and Hirtle of Hartford County, State of Connecticut, acting as their own judge and sheriff, to take federally occupied, airport related real property*; highway property

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* In *Mondou v. New York, N.H. & H.R. Co.* 223 U.S. at p. 57, 32 S.CT. at page 178, 56 L.Ed. 327, 38 L.R.A., N.S. 44 (1911) it was made known to the Connecticut Supreme Court that states may not discriminate against a federal cause of action and "are required to enforce Federal Law [under] the Supremacy Clause of Art. VI of the United States Constitution." *Testa v. Katt,* 330 U.S. 386, 67 S.CT. 810, 91 L.Ed. 967 (1947); *Household Consumer Discount v. Vespaziani,* 490 p. 209, 212, 415 A 2d 689 (1980).

from (former) client Plaintiff, proceeding as "The Court", in lieu of any authoritizing statute, cannot effectively sign and issue a writ in any action in which he is the Plaintiff – or representing Plaintiff.**

This motion is based on the ground that the writ was not served, no notices were given or issued, without compliance with the provisions of C.G.S. § 52-56 in that Plaintiff's (former) counsel failed to give notice as required by C.G.S. § 8-129 and no undertaking as required by Conn. Gen. Stat. (Rev. 1958, Rev. to 1995) § 52-54, also § 52-57 has been filed with Chief Clerk of Superior Court by withdrawn counsel in this proceeding, all of which more clearly appears from the AFFIDAVIT of Plaintiff/Owner/ Title Holder attached as Exhibit "A", and incorporated by reference.

This motion is based on the fact of no mesne process initiated or commenced, no notices or service of process, no return of process to the Superior Court, the lack of jurisdiction of subject matter and parties, and, lack of "legal standing to sue – or proceed."

The same rule would apply equally to a case where a judge or clerk was a plaintiff. *Willard v. Town of West Hartford,* 135 Conn. 303, 304, 63 A 2d 847 (1949); *Brunswick v. Inland Wetlands Commission of the Town of Bethany,* 25 Conn. App. 543, 544, 596 A 2d 463 (1991).

** *Issuing Officer as Plaintiff.* When the Plaintiff is an attorney, and, therefore, a commissioner of the court with general power to sign writs, he cannot effectively sign and issue a writ in any action in which he is a Plaintiff.

Dated September 13, 2004

cc: Affidavit & Exhibits

/s/ Augustus Simmons
Augustus Simmons
P.O. Box #1
Windsor, CT 06095
(860) 569-6714

EXHIBIT "A"

AFFIDAVIT

MOTION TO QUASH – INJUNCTION

PURPOSE

The purpose of the Motion to Quash defective attachments is to afford Plaintiff/Owner/Title Holder/Creditor speedy relief where he is aggrieved by order in abuse of process of court by FRAUD, COLLUSION, CONSPIRACY, LACK OF JURISDICTION, NO CONSIDERATION, NO MESNE PROCESS, NO REFERENCE TO THE NATURE OF THE CLAIM (FEDERAL CONTRACT), AND, to protect garnishees and other persons having a proprietary interest in the attached property, in order to relieve them of the burden of the attachment and to protect their legal rights to the attached property.

"A motion to quash is the usual procedure for dissolving or vacating attachments where there is some defect or irregularity in the attachment proceedings." *JEPSEN v. TONI CO.*, 20 Conn. Supp. 287, 290, 133 A 2d 150, 152; 6 AM. Jur. 2d attachments and garnishment § 420. See also *Lyon and Billard Co. v. McCarthy,* 6 Conn. Cir. 51 (1869).

DISSOLUTION OF ATTACHMENTS

The attachments on the land records under the caption of *Augustus Simmons v. Wetherall,* #163875 by Plaintiff/Owner's Title Holder's (former) private counsel (Rogin-Hirtle, Esq.'s), DISCHARGED ten (10) days after filing an appearance, for tortuous cause, on 12/23/77, having legally withdrawn from all Simmons matters on 4/19/78, YET, filing attachments under the Owner's name against the Owner, without ever listing the Owner for notice and service, that was an illegal, fraudulent and tortuous scheme for "Self Help" are: Vol. 59, p. 657-668; Vol. 59, p. 654-656; Vol. 59, p. 623-626; Map Book 17, page 853; Map Book 17, page 854.

Private counsel authorized to sign and issue writs cannot act as judge in his own case, *Dyer v. Smith,* 12 Conn. 384.

Where discharged and withdrawn Rogin-Hirtle, Esq.'s could never execute on its VOID judgment in the manner prescribed by C.G.S. § 52-328, the Connecticut Supreme Court has held that a failure to comply with the statute extinguishes the attachment lien and prevents its merger into a judgment lien. *Bradbury v. Wodjenski,* 159 Conn. 366, 269 A 2d 271 (1970).

The United States Supreme Court made known in *Connecticut v. Doehr,* 111 S. CT AT 2118 its position by stating; The law concerning attachments has rarely, if ever, required defendants to suffer an encumbered title until the case is concluded without any prior opportunity to show that the attachment was unwarranted. Our cases have repeatedly emphasized the importance of providing a prompt post deprivation hearing at the very least.

Mitchell, 416 U.S. AT 606, 94 S.CT. AT 1899; DiChem, 419 U.S. AT 606-607, 95 S.CT. AT 722-723.

JURISDICTION

Plaintiff relies on the rule that the self-appointed judge (Rogin-Hirtle, Esq.'s) of the law firm of Rogin, Nassau, Caplan, Lassman and Hirtle of Hartford County of an inferior court is personally liable for the injuries consequent on a judgment given in a cause over which he had no jurisdiction. The rule is formulated in *Prince v. Thomas,* 11 Conn. 472 as follows:

"If a warrant issues from a magistrate or officer of special and limited powers, who has not jurisdiction of the person, subject matter and process, all who voluntarily and actively engaged in its procurement and execution are trespassers."

This rule has been applied in a number of cases in which void process was issued by a justice of the peace, grand juror, or military officer. *Burlingham v. Wylef,* 2 Root 152; *Gruman v. Raymond,* 1 Conn. 40; *Tracy v. Williams,* 4 Conn. 107; *Hall v. Howd,* 10 Conn. 514; *Allen v. Gray,* 11 Conn. 95; *Dyer v. Smith,* 12 Conn. 384; *Mallory v. Merritt,* 17 Conn. 178; *Church v. Pearne,* 75 Conn. 350, 53 ATL. 955.

In this case, the jurisdiction over the parties and process turns on the question whether (Rogin-Hirtle, Esq.'s.) had jurisdiction over the subject matter. "Jurisdiction of the subject matter is the power to hear and determine cases of the general class to which the proceedings in question belong." 15 corpus juris, 734; 4 words & phrases, 3886, 3887, and many cases cited. The Supreme Court of

the United States defines jurisdiction as "The right to adjudicate concerning the subject matter in a given case. To constitute this there are three essentials: first, the court must have cognizance of the class of cases to which the one to be adjudged belongs; second, the proper parties must be present; and third, the point decided must be, in substance and effect, within the issue." *Reynolds v. Stockton,* 140 U.S. 254, 268, 11 Sup. CT. 773.

It is a basic tenet of our judicial system that unless a duly authorized and directed officer makes service and return of a writ of summons (or attachment) and complaint there is no mesne process. *Basilicato v. Dept. of Public Utility Control,* 197 Conn. 320, 325, 497 A 2d 48 (1985); *Village Creek Homeowners Assn. v. Public Utilities Comm.,* 148 Conn. 336, 339, 170 A 2d 732 (1961); *Case v. Humphrey,* 6 Conn. 130, 139 (1826).

From *McDaniel v. Taylor* 25 Sup. CT Rep. 369 reads: Much more so will equity enjoin parties from enforcing those obtained without service. Such judgments are not erroneous and not voidable, but, upon principles of natural justice, and under the due process clause of the 14th Amendment, are absolutely VOID. They constitute no justification to a Plaintiff who, if concerned in executing such judgments, is considered in law as a mere trespasser. *Harris v. Hardeman,* 14 How. 339, 14 L. Ed. 446.

Where the court lacks jurisdiction of parties, a "Judgment is VOID, has no authority and may be impeached." *O'Leary v. Waterbury Title Co.,* 117 Conn. 39, 43, 166 A 673 (1933). The deficiency of service in *Case v. Humphrey,* supra, arose from an inadequate affidavit relative to the deputation of an indifferent person who left purported service with the Defendant. Since there was no actual

service of process, the ensuing judgment was "extra-judicial and void" 6 Conn. AT 139. Because of this, no determination by the court of the respective rights of the parties was entitled to legal validity, regardless of when the defendant appeared to apprise the court of the lack of jurisdiction.

It is, of course, essential to the validity of any judgment that the court rendering it should have had jurisdiction, not only of the parties, but of the subject matter. *Chicago, B. & Q. R. Co. v. Chicago,* 166 U.S 234, 247, 41 L.Ed. 983, 988, 17 Sup. CT. Rep. 581; *Castro v. Viera,* 207 Conn. 420, 429, 541 A 2d 1216 (1988).

The Federal Question is whether, without such jurisdiction, the defendants (including Plaintiff/Title Holder/ Owner) were denied due process of law. Under the 14th Amendment they were entitled to notice and an opportunity to be heard. That necessarily required that the notice and the hearing should correspond, and that the relief granted should be appropriate to that which had been heard and determined on such notice. With no relief granted, no day in court – on tort, it (inferior court) cannot enter a judgment which is beyond the claim (tort) asserted, or which, in its essential character, is not responsive to the cause of action on which the proceeding was based.

Citing *Standard Oil Co. v. Missouri,* 32 Sup. CT. AT 409: "Though the court may possess jurisdiction of a cause, of the subject-matter, and of the parties, it is still limited in its modes of procedure, and in the extent and character of its judgments. It must act judicially on all matters and cannot transcend the power conferred by the law. If for instance, the action be upon a money demand, the court,

notwithstanding its complete jurisdiction over the subject and parties, has no power to pass judgment of imprisonment in the penitentiary upon the Defendant. If the action be for a libel or personal tort, the court cannot order in the case a specific performance of a contract. If the action be for the possession of real property, the court is powerless to admit in the case the probate of a will . . . the judgments mentioned, given in the cases supposed, would not be merely erroneous, they would be absolutely VOID, because the court, in rendering them, would transcend the limits of its authority in those cases." *Windsor v. McVeigh,* 93 U.S. 274, 282, 23 L.Ed. 914, 917. See also *Reynolds v. Stockton,* 140 U.S. 265-268, 35 L.Ed. 467-469, 11 Sup. CT. Rep. 773.

The inferior court of Rogin-Hirtle, Esq.'s. had no "Legal standing to sue – or proceed" on January 4, 1978 – having been DISCHARGED, for fraud and deception practiced on their client, where he has been prevented from exhibiting fully his case, by reason of which there has never been a real contest before the court of the subject matter of the suit; that the discharge was a rejection of the "VERBAL OFFER", regardless of what the numbers were on December 23, 1977. (Ex. #1).

The – "Legal Withdrawal" from all Simmons matters on April 19, 1978 upon the Owner's refusal to tender any title, deeds or rights of any nature was the last "HURRAH", shalom, sayonara to Rogin-Hirtle, Esq.'s.

Since the Plaintiff/Defendant/Title Holder/Owner was never served, or, listed for service with the proposed writ, summons and complaint, nor was such returned to court, no action ever came into being. See *Hillman v. Greenwich,* 217 Conn. 520, 527, 587 A 2d 99 (1991). Thus, the lack of both these essentials in the instant case constitutes more

than a circumstantial defect. The parties and the court lack a framework within which to entertain a motion or judgment to enforce any settlement agreement.

CONCLUSION

Plaintiff/Defendant/Title Holder/Owner's Motion to Quash should be granted.

NOTICE – PRIOR TO JUDGMENTS

One of the most important conditions, BEFORE proclaiming any judgments, by the Court of General Jurisdiction – or inferior courts – is that all persons having an interest in the subject matter must be made parties or given reasonable notice; a certificate of such joinder or notice must be appended to the complaint. Conn. Practice Book (2001), § 17-56(b); *Mendrochowicz v. Wolfe,* 139 Conn. 506, 95 A 2d 260 (1953).

This rule is not merely procedural but one founded in due process that a court will not adjudicate conflicting interests unless all persons affected have been notified and given a reasonable opportunity to appear and be heard. *Winick v. Winick,* 153 Conn. 294, 298, 216 A 2d 185 (1966); *Benz v. Walker,* 154 Conn. 74, 77, 221 A 2d 841 (1966).

The court demands strict compliance with this requirement. *Sloane-Wheeler Corp. v. Odiseos,* 153 Conn. 705, 707 A 2d 508 (1967); *Wenzul v. Danbury,* 152 Conn. 675, 677, 211 A 2d 683 (1965); *Manfort Bros. Inc. v. Kerrigan,* 154 Conn. 112, 114, 222 A 2d 218 (1966).

If the requirement is not met, the action will be dismissed for want of jurisdiction. *Mannweiler v. LaFlamme,* supra, AT 34-35; *Wawryzynowicz v. Wawryzynowicz,* 164 Conn. 200, 204, 319 A 2d 407 (1972).

This matter was – ARGUED – in Superior Court on 6/7/82, Hon. Dupont, A., presiding, wherein it was made clear and part of the court record of NO NOTICES, NO SERVICE, NO RETURNS, NO MESNE PROCESS COMMENCED.

JUDGMENT

A judgment void on its face may be vacated upon motion no matter what length of time has interposed since its rendition; neither is it necessary for the movant to show any meritorious defense, nor can the court impose any conditions for vacating it. *Furman v. Furman,* 60 AM. ST. Rep. 642, 643; *Blyth & Fargo v. Swenson,* 15 Utah 345, 49 PAC 1027; *Harris v. Hardeman,* 14 How. 337, 14 L.Ed. 444.

Citing *New Haven Sand Blast Co. v. Dreisbach,* 104 Conn. 322 (1926) stating: It is an implied requirement of our statutes, rules, and decisions that all pleadings be in writing. This citation also makes emphatically clear that: jurisdiction cannot be conferred upon a court by agreement of the parties or by waiver. This citation made clear the court was without jurisdiction to render judgment upon an oral demurrer.

Rogin-Hirtle, Esq.'s cannot proclaim judgment without legal seizure of the res.

Rogin-Hirtle, Esq.'s cannot proclaim judgment before notice and service to necessary parties.

Rogin-Hirtle, Esq.'s cannot proclaim judgment where Plaintiff was prevented from exhibiting fully his case by fraud or deception practiced on him by his own counsel, as by keeping him away from court – NO DAY IN COURT!!!

Rogin-Hirtle, Esq.'s cannot proclaim judgment under Plaintiff's tort action (#163875) that is not a "DEBT" due; that cannot be transcended, transmogrified into a real property acquisition wherein Plaintiff/Owner not listed for notice or service.

SERVICE OF PROCESS OR NOTICE

A writ of attachment will be dissolved or vacated when the proscribed procedures dealing with giving notice have not been complied with. *Tinnin v. Tinnin,* 391 SO 2d 1047 (Ala. Civ. App. 1980); *Jayne v. Peck,* 155 Colo 513, 395 P 2d 603 (1964); *Young v. Margiotta,* 136 Conn. 429, 433, 71 A 2d 924 (1950); *Consolidated Motor Lines, Inc. v. M.&M. Transportation,* 128 Conn. 107, 109, 20 A 2d 621 (1941).

Statutory notice is a part of the due process safeguards and is not a mere formality. *F.D.I.C. v. ISBAN,* 870 F. Supp. 24 (D. Conn. 1994) (Applying Connecticut Law).

The failure to timely serve a summons of attachment requires the vacature of the order of attachment as well as the setting aside of the service of the summons. *Coombs v. Russell,* 511 A2d 448 (ME. 1986); *Gailbraith v. Yanick,* 77 Misc. 2d 130, 353 N.Y.S. 2d 134 (Sup. CT. 1974).

Citing *Williams v. Ives,* 25 Conn. 568 (1857) that: "Mesne process must be returned or acts done under it will be deemed to be – TORTUOUS." See also *Morisette v. Archambault,* 31 Conn. Sup. 302 (1974).

At page 26 of transcript of proceedings before Superior Court Hon. Dupont, A., on June 7, 1982, by Atty. Walter Bass representing two (2) lien-holders against the Plaintiff (Simmons), the court was told: "There was to be a citation issued so that all people would come forth and present their claims.

I have a right to inform the court that in the citation, my two clients were listed under the care of my office.

I will state to the court that I have never been served any citation nor has my clients ever been served with any kind of a citation to give us any notice to come in to determine what our priorities are in this matter."

The record shows a denial of any compensation consideration by the court from the "VERBAL SLUSH FUND" to lien holders Valente and Allaire on June 7, 1982 and a return to the treasury on December 21, 1991 of whatever funds were with the Chief Clerk of the Superior Court for the primary reason that Plaintiff/Owner/ Creditor never tendered any deeds. (Ex. 2).

HEARING

A hearing in regard to attachment may arise in two contexts, each of which serve the same purpose. First, the statute may mandate that an ex parte attachment be followed up by a hearing to determine whether the attachment is warranted.

Second, although no hearing is mandated, the statute may grant the Defendant the right to bring a motion for a hearing on the merits of the attachment.

In either case, the Defendant has an opportunity to dissolve the attachment, and the Plaintiff must establish the factual and legal grounds for an attachment. *Cameco Industries Inc. v. Mayatrac,* S.A. 789 F. Supp. 200 (D. MD. 1992); *Alessi v. Belanger,* 644 SO 2d 778 (LA CT. App. 1st Cir. 1994).

Where there has – never – been any hearing on a confirmation held, permitted, addressed, the party obtaining the attachment (former counsel Rogin-Hirtle, Esq.'s.) must demonstrate that the requirements for obtaining the attachments are met, and, also demonstrate the need for continuing the levy. *Bank of Leumi Trust Co. of New York v. Istim Inc.,* 892 F. Supp. 478 (S. D. N.Y. 1995).

TITLE AND OWNERSHIP INTEREST

Where it is crystal clear that ownership and title was retained with the discharge of Plaintiff's collussory, malicious and tortious counsel (Rogin-Hirtle, Esq.'s) of the law firm of Rogin, Nassau, Caplan, Lassman and Hirtle on December 23, 1977, ten (10) days after filing an appearance and the corrupt and malicious counsel submitted a withdrawal from all Simmons matters on April 19, 1978 upon denial of any deeds and the discharge of 12/23/77 was an obvious rejection of a "verbal" offer, a right to move to dissolve a writ of garnishment is granted to any person having an ownership interest in the property.

A person (or his counsel) cannot attach his own property. *John Deere Plow Co. of St. Louis v. L.D. Jennings, Inc.,* 203 S.C. 426, 27 S.E. 2d 571 (1943).

Thus, a totally emasculated, unliquidated tort claim *(Simmons v. Wetherall* #163875) not reduced to judgment,

is not a "DEBT" within the meaning of the garnishment statutes. *Holcomb v. Winchester,* 52 Conn. 447 (1885).

FILING – TIME OF FILING

Where required by statute § 52-48; the failure to file complaints with the Clerk of the Court is fatal and requires vacature of the attachment. *Tuohey v. Martinjak,* 119 Conn. 500, 501, 177 A 721 (1935) *Young v. Margiotta,* 136 Conn. 429, 433, 71 A 2d 924 (1950).

Courts have held it is fatal to the attachment to O-M-I-T the owner of the property to be attached. *Harwood v. U.S. Shipping Board,* 300 F 433 (D. Conn.) (1924).

FEDERAL GRANTS – CONTRACTS

At issue is the contractual arrangements between the government as Lessee (F.A.A.) and the state as Lessor (Conn. Dept. of Transportation) of real property wherein the invasion and appropriation by F.A.A., with exclusive federal government domain, to install navigational instrumentation on the surface of the real property is undoubtedly of "considerable magnitude"; "the United States has a substantial interest in regulating aircraft travel and promoting air travel safety" and Rogin-Hirtle, Esq.'s. attempted to proceed under Plaintiff's 1970 tort action to apply retroactively to 1962 – year of entry by F.A.A. that was unconstitutional – FOR FAILURE TO JOIN THE UNITED STATES AS A NECESSARY PARTY.

Private counsel Rogin-Hirtle, Esq.'s, in collusion and concert with state authorities to abrogation of the explicit terms of a Federal Land Acquisition Program dealt a serious blow to the congressional mandate incorporated in

the Uniform Real Property Acquisition Act, P.L. 91-646 (1971) (42 U.S.C. §§ 4601) et Seq. and indeed all other federal land acquisition programs that are national in scope.

Certainty and finality are indispensable in any land transaction, but they are especially critical when, as here, the federal officials defied the Mandate of Congress, and the Fifth Amendment Compensation Mandate by negotiating leases with the TRESPASSER – in lieu of the Owner. UNDISPUTABLY, F.A.A. is the "TAKING" agency on or about July 1, 1962.

INJUNCTION – TRESPASS

1. Where there is an unliquidated claim (*Simmons v. Wetherall* – #163875 (1970) and evidentiary facts were ready to be presented in the fifteen days scheduled by Referee Shapiro (Ex. 3) for the computation of damages and the first shot out of the cannon by Plaintiff's "contingency" counsel (Rogin-Hirtle, Esq.'s) was to annihilate, destroy the opportunity to consider and act on the evidentiary facts; Plaintiff contends that he is entitled to compensation, from the date of taking by the government (F.A.A.), and, for the fifteen (15) years of trespassing that had already transpired (1962-1977), when Rogin-Hirtle, Esq.'s agreed, on a contingency basis, to present "evidence of damages of sufficient certainty and definiteness," substantial enough to have the Legislature grant "Special Act #170 – (1969)."

2. The issue in the instant case is whether an order of attachment by Plaintiff's discharged, withdrawn, (former) counsel Rogin-Hirtle, Esq.'s, acting as their own sheriff, lacked the authority, right, jurisdiction to fraudulently

conceal, shelter, disallow from getting before the court, the forty (40) years of illegal, unlawful, unconstitutional – *LEASING* – by the Trespasser (C.D.O.T.) (Lessor) to the federal agency (F.A.A. Lessee) of Plaintiff's real property, necessary for a federal project and servitude of substantial proportions, that is, was the basis from day one in 1962 of all legal actions, state and federal, including two (2) attempted state condemnations that is the basis and justification for an – INJUNCTION – against the Trespasser – to eliminate the invalid, unconstitutional, unconscionable "PROPAGANDA" by the federal agency for not offering, contacting, depositing with the Federal Court the sum of ONE (1) DOLLAR against a navigational servitude of 42 years upon the hue and cry – "We have a lease from the state agency."

3. The original contract agreement of January 12, 1955, #9-06-009-5078 between the two agencies committed the federal agency to $37,000 – at 1955 values. (Ex. 4).

4. In support of an INJUNCTION, Plaintiff pleads with the court to enforce the judgment of Referee Shapiro, filed with the Superior Court Clerk on January 17, 1977 under Docket #162923, *Augustus Simmons v. Frank Parizek* wherein judgment may enter as follows:

5. For the Plaintiff granting him possession of the land described in the complaint as the title owner thereof. The defendants or their successors shall, within 100 days, vacate the land shown as Parcel C on the map entitled "Property of Anastasia Simmons, East Side Rainbow Road, East Granby, Conn., W.M. Alford Civil Engineer, Scale: 1 in. = 60 ft., date Oct., 1964" and recorded at Vol. 12 (map) page 568 of the East Granby land records. The defendants, or their successors, within such legal authority as may

exist and permit, shall take appropriate steps towards not renewing the lease to the United States relative to the instrument landing lights situated on said Parcel C. The defendants or their successors shall pay to the Plaintiff the amount of $37,813.64 for rent due through October, 1969, together with an appraiser's fee of $1,800 and a map allowance of $250.

Judgment may enter in accordance with the foregoing, together with such other proper costs to which the Plaintiff may be entitled.

6. The Plaintiff has for a long time owned and continues to be the Owner with legal title of a certain tract of land with federal navigational instrumentation thereon in East Granby, CT, known and designated as Parcel "C" on a certain map on file in the office of the Town Clerk of said town as map number 12, page 568.

7. Said parcel is bounded on the southwest by Route #20 containing 5.97 acres and as appurtenant to his land the Plaintiff owns and possesses all the rights, privileges and leases in and to the lands invaded, appropriated, and occupied by the federal agency, (F.A.A.), as of July 1, 1962 without ever contacting the Owner, without ever offering, paying, or depositing with any court, just and due compensation as mandated by the Fifth Amendment.

8. By reply letter dated May 26, 1971, nine (9) years after invasion and appropriation, the federal agency, (F.A.A.) acknowledged not having paid any compensation, deferred the payment of compensation by stating: "We have administratively determined to reserve rights for the State of Connecticut to request federal participation in the costs of acquiring your land, after it has been accomplished successfully." (Ex. #5).

9. In August, 1982, demand was made of the F.A.A. to pay rent – OR – and the demand was answered by Chief Counsel Murdock with the answer: Sorry Mr. Simmons, we have a lease from the State of Connecticut.

10. That after two attempted condemnations by the State of Connecticut that were ruled null and void, all condemned property interests reverted back to the Owner on March 24, 1972 AT Vol. 52, p. 242-243 on Town of East Granby Land Records.

There HAS NOT, IS NOT, been any mesne process initiated in any court, state or federal, since reverting on 3/24/72 by the Connecticut Department of Transportation, (LESSOR), to acquire legal rights to Parcel "C" upon which federal navigational instrumentation has imposed a servitude against the Owner.

11. Notwithstanding the failed condemnation attempts, the Dept. of Transportation of State of Connecticut continued LEASING the subject property to the federal agency stating at #10 in the 1974 lease DOT-FA74NE-0369 that: The Lessor hereby warrants that it has acquired and possesses an adequate real estate right in the property described herein, and that it is authorized to grant to the government the rights and interests set forth herein.

At #16 it states: This lease will supersede license DOT-FA73NE-0308.

12. That since March 24, 1972 when ownership and title reverted to the original Owner, the Town of East Granby, Connecticut reinstated a tax assessment against the real property, notwithstanding the servitude, and, where there IS NOT, HAS NOT, been any mesne process initiated or commenced in any state or federal court by the

trespasser, Connecticut Department of Transportation, to acquire rights to the subject property that they have been leasing and the fact that the LESSEE (F.A.A.) has never paid or deposited any compensation to the state – after forty (40) years of collussory "hanky-panky" against the owner, mandates the F.A.A. negotiate leases with the Owner and title holder – in the same manner as has been done at the smaller state owned Groton-New London Airport and numerous other airports throughout the northeast region.

13. Plaintiff has suffered irreparable injury for decades, not years, and unless the Defendant and her agents, employees, and servants are prevented from continuing in such conduct and committing such trespasses, Plaintiff will be put to continued great expense with lien-holders to subsidize the federal operation.

14. If said conspiracy and unlawful acts are permitted to continue, the relief sought in this action will cause far greater injury than will be done to the defendants by granting it; and Plaintiff has no adequate remedy at law.

15. The injury is a continuing injury that will continue into the future until such time as the INVADER, F.A.A., complies with the 5th Amendment of paying just compensation from date of taking with commensurate interest.

16. The Plaintiff claims:

a) Injunction

b) $500,000 damages

RELIEF REQUESTED

1. That all encumbrances listed in the Motion to Quash be so ORDERED.

2. That the Plaintiff be granted A DAY IN COURT for DAMAGES as a result of two (2) null and void condemnations, and, the illegal, unlawful, unconstitutional "BAUBLE" in this motion by granting Plaintiff the right to REACTIVATE EXHIBIT #3.

3. That the injunction issue against the TRESPASSER leasing real property to the F.A.A. for which there has not been any mesne process, for legal acquisition, since March 24, 1972.

4. That the INJUNCTION issue against the TRESPASSER (Connecticut Department of Transportation) leasing real property to the Connecticut Air National Guard for which there has not been any mesne process, for legal acquisition, since March 24, 1972.

5. That the "encroachment fence" on Parcel "A" be set back to the property line by Connecticut Department of Transportation that transpired in 1996.

/s/ Augustus Simmons

Augustus Simmons
P.O. Box 1
Windsor, CT 06095
(860) 569-6714

CERTIFICATION

Plaintiff/Title Holder/Owner hereby certifies copies of this Motion to Quash and affidavit have been mailed, postage prepaid this 13th day of September, 2004 to all parties to the proceeding listed below.

Marion C. Blakey
Federal Aviation Administrator
800 Independence Ave. S.W.
Washington, D.C. 20591

Stephen E. Korta II, Commissioner
Connecticut Department of Transportation
2800 Berlin Turnpike, P.O. 317546
Newington, CT 06131-7546
Rogin, Nassau, Caplan, Lassman & Hirtle, Esq.'s
City Place I
Hartford, CT 06106

John Malone, Esq.
State Attorney's Office
111 Phoenix Ave.
Enfield, CT 06082

Tom Byrne, Esq.
2-E Farmington Commons
790 Farmington Ave.
Farmington, CT 06032

Major General William Cugno
Connecticut Air National Guard
360 Broad Street
Hartford, CT 06105

Paul Pernerewski
Asst. Atty. General
P.O. Box 317546
Newington, CT 06131-7546

/s/ Augustus Simmons
Augustus Simmons
P.O. Box 1
Windsor, CT 06095
(860) 569-6714

EXHIBIT NO. 1

12/23/77

Dear Mr. Rogin,

I am a totally dissatisfied individual with the "*Good Deal*" that your firm has arranged with the Dept. of Trans. concerning my property at Bradley Field.

Because everyone is now in an awkward position upon your Firm's insistence of accepting a proposal *without* the benefit of a Market Research Study by the John Rowlson Firm, I am asking the Rogin Firm to withdraw immediately so I can obtain other counsel.

On my visit to your office on Thurs Dec. 22nd, I told you I wanted to protect my rights against your recommendations. I also compiled some Data wherein I showed you and again outline a breakdown of Parcel "C"

Asking me to yield all of Parcel "A" and all Damages for absolutely nothing is not representing my best Interests.

Will appreciate an immediate withdrawal.

Parcel "C" May 1975	382.000 O Simmons
Rental May "76" to May "78" @ 20,000	60.000
Out of Pocket Expenses	82.000
	524.000

EXHIBIT NO. 2

CASE NO. 16 38 75

AUGUSTUS SIMMONS	: SUPERIOR COURT
vs.	: HARTFORD JUDICIAL DISTRICT
HORACE WETHERALL, ET AL.	: OCTOBER 15, 1991

MOTION TO TRANSFER FUNDS

Since 1978 the Clerk's Office has been the Custodian of moneys deposited in the above case. The money was to be paid out upon consummation of a transfer of certain real estate by the named plaintiff. Such a transfer has not yet occurred.

Attached to this motion are memos from the Treasurer of the State of Connecticut and from the Court Operations Unit of the Judicial Branch in explanation of this motion. The Clerk's Office requests the granting of this motion to transfer.

[off – parties have met 11/8/91 and will work out a stipulation to be presented to the court for the withdrawal of all funds and closing of file. /s/ Aronson, J. ARONSON, J. 16/8/91]

/s/ Lucian J. Jachimowicz
LUCIAN J. JACHIMOWICZ
CHIEF CLERK

ORDER

The Court, having heard ther parties, grants the motion.

_____

Judge

EXHIBIT NO. 3

STATE OF CONNECTICUT

[Name And Address Omitted In Printing]

April 5, 1977

David B. Salzman, Esq.
36 Cannon Street
Hamden, Connecticut 06514

S. Victor Feingold, Esq.
Transportation Department
90 Brainard Road
Hartford, Connecticut

Re: Docket No. 16 38 75
Simmons v. Wetherall

Gentlemen:

Judge Shapiro asked me to notify you of the dates assigned for the captioned case which are:

December, 1977	January, 1978
6	3
7	4
8	5
13	10
14	11
15	12
20	
21	
22	

the hearing to commence each day at 10:00 A.M. in Hearing Room 3, Supreme Court Building, 231 Capitol Avenue, Hartford.

Please arrange to be present with your respective clients and witnesses on the above dates.

Very truly yours,

/s/ Frances Siccarelle
Secretary to Judge Shapiro

fc

NOTE: Mr. Salzman: Will you please notify the Springfield attorney regarding these dates, as I do not have his complete name and address.

EXHIBIT NO. 4

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION
WASHINGTON 25

GRANT AGREEMENT

Part I – Offer

CONTRACT NO. CICA 36-A

Date of Offer
January 12, 1955
Bradley Field Airport

Project No.
09-06-009-507

TO: STATE OF CONNECTICUT
(herein referred to as the "Sponsor")

FROM: The United States of America (acting through the Administrator of Civil Aeronautics, herein referred to as the "Administrator")

WHEREAS, the Sponsor has submitted to the Administrator a Project Application dated December 2, 1954 for a grant of Federal funds for a project for development of the Bradley Field Airport (herein called the "Airport") together with plans and specifications for such project, which Project Application, as approved by the administrator, is hereby incorporated herein and made a part hereof; and

WHEREAS, the Administrator has approved a project for development of the Airport (herein called the "Project") consisting of the following described airport development:

> "Acquisition of land for 'Doolittle' clear zones both ends Runway 6-24; acquisition of land and navigation easements for protection of approaches 6-24, 19, 33".

all as more particularly described in the property map and plans and specifications incorporated in the said Project Application;

NOW THEREFORE, pursuant to and for the purposes of carrying out the provisions of the Federal Airport Act (60 Stat. 170; Pub. Law 377, 79th Congress), and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application, and its acceptance of this Offer, as hereinafter provided, and (b) the benefits to accrue to the United States and the operation and maintenance of the Airport, as herein provided.

THE ADMINISTRATOR, FOR AND ON BEHALF OF THE UNITED STATES HEREBY OFFERS AND AGREES to pay, as the United States' share of the cost in accomplishing the project, 50 percent of all allowable project costs subject to the following terms and conditions:

1. The maximum obligation of the United States payable under this Offer shall be $37,000.00

2. The Sponsor shall

   (a) begin accomplishment of the Project within a reasonable time after acceptance of this Offer, and

   (b) carry out and complete the Project in accordance with the terms of this Offer, and the Federal Airport Act and the Regulations promulgated thereunder by the Administrator in effect on the date of this Offer, which Act and Regulations are incorporated herein and made a part hereof, and

(c) carry out and complete the Project in accordance with the plans and specifications and property map incorporated herein as they may be revised or modified with the approval of the Administrator or his duly authorized representatives.

3. The Sponsor shall operate and maintain the Airport as provided in the Project Application incorporated herein.

4. The maximum amounts of building space which the Sponsor shall be obligated to furnish civil agencies of the United States for the purposes and on the terms and conditions states in Paragraph 9 of Part III of the Project Application dated May 18, 1949, for Project No. 9-06-009-906-009-801 shall be as set forth in the attached schedule of maximum space requirements which is incorporated herein and made a part hereof.

5. Any misrepresentation or omission of a material fact by the Sponsor concerning the Project or the Sponsor's authority or ability to carry out the obligations assumed by the Sponsor in accepting this Offer shall terminate the obligation of the United States, and it is understood and agreed by the sponsor in accepting this Offer that if a material fact has been misrepresented or omitted by the Sponsor, the Administrator on behalf of the United States may recover all grant payments made.

6. The Administrator reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.

7. This Offer shall expire and the United States shall not be obligated to pay any of the allowable costs of the Project unless this Offer has been accepted by the Sponsor within 60 days from the above date of Offer or such longer time as may be prescribed by the Administrator in writing.

8. It is understood and agreed that the areas delineated on Exhibit "A" as 'Doolittle' clear zones at each of the Runway 6-24 will be maintained by the Sponsor completely free from all structures except these required for aids to air navigation, unless otherwise authorized by the Administrator.

9. It is further understood and agreed by and between the parties hereto that the Project Application dated May 18, 1949 for Project No. 9-06-009-801 is hereby amended by deleting the last sentence of Paragraph 7 of Part III thereof and inserting in lieu thereof the following:

   "The airport approach standards to be followed in performing the covenants contained in this paragraph shall be those established by the Administrator in Office of Airports Drawing No. 814, dated April 26, 1950, unless otherwise authorized by the Administrator".

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and said Offer and acceptance shall compromise a Grant Agreement, as

provided by the Federal Airport Act, constituting the obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and the operation and maintenance of the Airport. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty years from the date of said acceptance.

UNITED STATES OF AMERICA
THE ADMINISTRATOR OF CIVIL AERONAUTICS

By /s/ Ora W. Young
Regional Administrator,
Region One

Part II – Acceptance

The STATE OF CONNECTICUT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this 1st day of February 1955.

STATE OF CONNECTICUT
(Name of Sponsor)

By /s/ K.H. Ringrose
Title Director of Aeronautics

(SEAL)

Attest: /s/ Mildred P. Allen

Title: Secretary of State

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Jack Rubin, acting as Attorney for STATE OF CONNECTICUT, ~~go here to certify~~: (herein referred to as "Sponsor"), to hereby certify:

That I have examined the foregoing Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said sponsor relating thereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Connecticut, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at HARTFORD, CONNECTICUT this 1st day of February, 1955.

/s/ Jack Rubin
Title Assistant
Attorney General

EXHIBIT NO. 5

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

NEW ENGLAND REGION
154 MIDDLESEX STREET
BURLINGTON, MASS. 01803
Tel. 617 223-2271

26 May 1971 (LOGO)

Mr. Augustus J. Simmons
580 Park Avenue
Windsor, Connecticut 06095

Dear Mr. Simmons:

Your letter of 28 April 1971 has been referred to this office for reply to the question concerning the status of federal funding insofar as it relates to Bradley Field, Windsor Locks, Connecticut. The State of Connecticut, under a Grant Agreement issued under Federal Aid Airport Program, Project No. 9-06-009-5708 has been obligated to acquire your property in addition to other properties under separate ownerships. The State has acquired all other properties but has, to date, not succeeded in obtaining adequate interest in your property due, of course, to the litigation arising over the several attempts of the State to condemn the necessary land interests.

This agency has not withheld funds from the State under the project. We have, in fact, participated to the fullest extent under our regulations in all other costs incurred except of course, costs related to the acquisition of your property. We have administratively determined to reserve rights for the State of Connecticut to request federal participation in the costs of acquiring your land, after it has been accomplished successfully.

While we understand your anxiety to retain possession of your land, the acquisition for the benefit of Bradley Field has been considered to be overriding. Consequently, our agency favorably reviewed the State's request for federal aid. The material submitted with your correspondence is returned herewith.

Sincerely,

/s/ [Illegible]
J.B. KOMICH
for acting Chief, Airports Division, NE-600

Enclosures

EXHIBIT NO. 6

STATE OF CONNECTICUT

SUPREME COURT

No. HHD CV70-0163875S

AUGUSTUS J. SIMMONS

v. : **MAY 31, 2000**

HORACE B. WETHERALL
ET AL.

ORDER

THE MOTION OF THE PLAINTIFF, FILED MAY 1, 2000, TO VACATE, HAVING BEEN PRESENTED TO THE COURT, IS HEREBY ORDERED **DISMISSED.**

IT IS FURTHER, ORDERED THAT THE PLAINTIFF IS HEREBY PROHIBITED FROM FILING PLEADINGS IN THIS COURT THAT ARE RELATED TO DOCKET NUMBER CV70-0163875.

BY THE COURT,

/s/ Francis Drumm
CHIEF CLERK

NOTICE SENT: MAY 31, 2000
AUGUSTUS SIMMONS, PRO SE
PAUL K. PERNEREWSKI, ASSISTANT ATTORNEY GENERAL
ROGIN, NASAU, CAPLAN, LASSMAN & HIRTLE
CLERK, HARTFORD J.D.
HON. JOHN J. LANGENBACH

Exhibit No. 7

March 29, 2005

Alan M. Gannuscio
Assistant Clerk, Supreme Court
231 Capitol Avenue
Hartford, CT 06106

RE: AC~~24136~~ 24163 State of Connecticut v. Augustus Simmons

Dear Mr. Gannuscio:

Mr. Augustus Simmons responding to your letter of March 21, 2005, that my non-complying petitions for certification were returned on February 2, 2005 and February 22, 2005 and any – resubmitted petition must show that the petition was filed and date stamped by the Clerk of the Superior Court on or before the extended filing date of February 2, 2005 is sheer DOUBLE TALK.

There were some problems in the time sequence, some of which were beyond my control, but I am not relying on excuses, where this Supreme Court has *NO JURISDICTION.*

At issue is the malicious prosecution, in several instances besides the above docket number against the UNCONTESTED, SUPERIOR COURT ACKNOWLEDGED, STATE ACKNOWLEDGED (Attorney. General's Office), OWNER, TITLE-HOLDER with several outstanding liens against the FEDERAL-AID, FEDERAL PROJECT real properties and per chapter 17 of Practice book, *ALL* decrees, judgments involving real property are to be made exclusively by the Superior Court, and, where there is *NO*, docket number; *NO* proceedings initiated by the airport authority for subject matter jurisdiction by the

court (including Connecticut Supreme court); *NO* notices or service of process – actual or constructive – or return of service to the Superior court [Lynch v. Household Fin. 405 U.S. 538 (1972)] [Pennoyer v. Neff, 95 U.S. 714 (1877)]; *NO* hearings – where "the fundamental requisite of due process of law is the opportunity to be heard" *Grannis v. Ordean*, 234 U.S. 385, 394, 34 S. CT. 779, 783, 58 L. Ed. 1363; *NO* appraisals or valuations of land or structures – or – written statements of compensation that are mandatory where FEDERAL-AID and/or FEDERAL PROJECTS are at issue; *NO* compliance with applicable FEDERAL and STATE requirements for negotiations to settle as to vest jurisdiction in respondent airport and highway authority; *NO* way can the Connecticut Supreme Court render a valid eminent domain decree involving Federal Project Real Property under *Simmons v. Wetherall*, #163875 [Special Act #170 (1969)] tort action where they knew, or, should have known that it is not an AUTHORIZING STATUTE; *NO* way would the Superior Court Clerk's Office accept Plaintiff/Owner's complaint stating it was strictly a SUPREME COURT MATTER; *NO* way can Plaintiff/Owner confer subject matter jurisdiction by consent or contract upon his discharged, withdrawn, disqualified, corrupt private counsel, [*Simmons v. State* 160 Conn. 492 (1971)].

NO WAY can or should the Connecticut Supreme Court have sanctioned such VEXATIOUS – VICIOUS – MALICIOUS – TORTIOUS – IN BAD FAITH – UNCONSTITUTIONAL ACTS where Federal Aid real property is at issue, by Plaintiff's counsel against their own client, acting in concert, collusion, conspiracy with the respondent airport and highway authority to:

A.) Having presumably entered in good faith to a 38% contingency contract on December 8, 1977 and BADGERED, ENTRAPPED, DECEIVED into being told that the two FEDERAL COURT actions must be *WITHDRAWN* on December 12, 1977 (before filing an appearance in State Court on December 13, 1977) *BEFORE* an offer could be made – not being aware that it was an INTENT TO DEFRAUD where one action was against the United States (F.A.A.) and the other action was remanded in a published opinion [472 F2d 509 (1973)] by the 2nd Circuit of New York confirming a valid Civil Rights Action under § 1983.

B.) Having filed an appearance on December 13, 1977 and again BADGERED, ENTRAPPED, DECEIVED into being told that there must be a signature on a "COMBINING OF CASES", not being aware that it was an INTENT TO DEFRAUD AND CONCEAL Docket #162923, referenced in 472 F 2d 509, granting compensation and mandating the trespasser airport authority curtail, stop, eliminate the "LEASING" of private property they do not own nor never legally acquired – to the F.A.A.

C.) Having agreed, presumably in good faith, on December 8, 1977, to pursue DAMAGES and ASCERTAINMENT of JUST COMPENSATION against fifteen (15) days already scheduled by Referee Shapiro for hearings and the first shot out of the cannon, after filing an appearance on December 13, 1977 was to ANNIHILATE, EXTERMINATE all hearing dates, denying a "Day in Court" in defiance of mandatory federal law on all states by Congress with the enactment of the "UNIFORM ACT" [42 USC §§ 4601-4655 (1971)].

D.) *JURISDICTION*, when raised, no matter in what form, must be addressed. For what purpose does the OWNER/PLAINTIFF/DEFENDANT question the jurisdiction of the SUPREME COURT?? Solely to show that its record is, in truth, *NO RECORD*.

E.) It was absolute, unequivocal, gross egregious ERROR for the Connecticut Supreme Court to totally and completely disregard the actions of the Superior Court below, who, rejected the CHAMPTEROUS COURSE OF CONDUCT of disqualified private counsel putting encumbrances against the properties almost three (3) decades ago and nary a single hearing that was addressed by the U.S. Supreme Court under *Connecticut v. Doehr*, (501) U.S. 1, 111 S. CT. 2105, 115 L. Ed. 2d 1 (1991), mandating removal.

F.) Where, as a result of A, B, C & D, Plaintiff/Owner put a "LEGAL END" to the representation of the Rogin-Hirtle Law Firm with a DISCHARGE, hand delivered on December 23, 1977, and, the law firm confirmed the legal end with a "LEGAL WITHDRAWAL" from Simmons' matters on April 19, 1978, upon failure to get deeds or rights to the real properties, and, the Supreme Court of Connecticut was proceeding with "pie on its face" when the Owner questioned the Chief Clerk of Superior court, named Lucian, as to: How could the Supreme Court of Connecticut be proceeding with no case before the Court?? – the answer – "The Supreme Court has "pie on its face"." Lucian is now retired and can be quoted without harm.

G.) Has there, Is there, Was there, deliberate, intentional, malicious, unconstitutional "ECONOMIC COERCION" by the Supreme Court of Connecticut against

the Owner because of the geographical location of the real property and the answer is "YES", is substantiated by the course of action relative to the widening of Route #20 being widened from a two lane to four lane in Town of East Granby in *1989* and an 18 foot easement taken from each and every landowner, both sides of the highway – *EXCEPT* the property of Plaintiff/Owner Simmons. All actions initiated against such confiscation end up getting DISMISSED – due to a previous decision by the State Supreme Court.

ANSWER TO TIME ELEMENT

Where the Plaintiff/Defendant/Owner/Title Holder alleges there *IS NOT, WAS NOT, HAS NOT,* been any court proceedings instituted in any state or federal court against the acquisition of the subject matter Federal Project Real Property with federal installations thereon since the reverting of ownership after two (2) failed condemnations, by State Superior court and recorded on Town of East Granby, CT land records on March 24, 1972, or, the REMAND (472 F. 2d. 509) decided on January 17, 1973; Plaintiff/Defendant alleges, *BOTH,* the Federal Agency (F.A.A.) and the State Agency (Connecticut Department of Transportation) became *TRESPASSERS – AB INITIO* after March 24, 1972, neither Federal or State Agencies having ever made any fair market valuations or paid any fair and just compensation, or, initiated any proceedings for subject matter jurisdiction and/or jurisdiction of all interested and necessary parties.

Where this illegal, unlawful, unconstitutional "LAND-GRAB" of February 1, 1991 between Connecticut Department of Transportation and Air National Guard *HAS NOT*

been seized for any purpose or use, other than just put up a fence, this letter being sent to principals and interested parties is *NOTICE* to secure the airport with a fence on state-owned property – within the next ninety (90) days.

After ninety (90) days, I intend to use such force as is necessary to recover all of Parcel "A" that has several liens outstanding on the land records.

That the Government (F.A.A.) is bound to make just compensation for whatever it shall take from the individual is undoubted; and in the words of the Supreme Court in *Great Falls Manufacturing Co. v. Attorney General*, 124 U.S. 596, 8 Sup. CT. Rep. 631: 'It is to be assumed that the United States is incapable of bad faith, and that Congress will promptly make the necessary appropriations whenever the amount of compensation has been ascertained in the mode prescribed.' After forty-three (43) years of exclusive possession and use without ever offering, paying, or depositing A DIME, shatters the above assumption to smithereens and is the precise reason for a copy of this letter where the Court of Claims denied compensation as a result of a purported judgment by Plaintiff's corrupt, rotten-to-the-core, discharged, vexatious, malicious, tortious, unconstitutional, champterous, conduct of which there is no record before the Court of First Jurisdiction – but – was given the Pope's Blessing by the State Supreme Court.

Respectfully Submitted,

/s/ Augustus Simmons
Augustus Simmons
P.O. Box #1
Windsor, CT 06095
(860) 569-6714

Copies to:

Erik T. Lohr
Office of Chief State's Attorney
300 Corporate Place
Rocky Hill, CT 06067

Marion C. Blakey
Federal Aviation Administrator
800 Independence Ave. S.W.
Washington, D.C. 20591

Stephen E. Korta II, Commissioner
Connecticut Department of Transportation
2800 Berlin Turnpike, P.O. 317546
Newington, CT 06131-7546

Rogin, Nassau, Caplan, Lassman & Hirtle, Esq.'s
City Place 1
Hartford, CT 06106

John Malone, Esq.
State Attorney's Office
111 Phoenix Ave.
Enfield, CT 06082

Tom Byrne, Esq.
2-E Farmington Commons
790 Farmington Ave.
Farmington, CT 06032

Major General William Cugno
Connecticut Air National Guard
360 Broad Street
Hartford, CT 06105

Paul Pernerewski
Asst. Atty. General
P.O. Box 317546
Newington, CT 06131-7546

Chief Clerk, Superior Court
95 Washington Street
Hartford, Connecticut 06106

(To be put in file of Docket #163875)

/s/ Augustus Simmons
Augustus Simmons
P.O. Box #1
Windsor, CT 06095
(860) 569-6714